

## SIGNATURE CARD

SOUTHWEST  
BANK OF TEXAS

P.O. Box 27459

Houston, Texas 77227-7459

Member FDIC

CIF # <b>L041517</b>	Account Number 5569133	Office/Officer 89 / WEJ
Opened By EXP002	Open Date 11/08/2001	Open Amount
Account Type PERSONAL PREMIUM YIELD		
Ownership MULTI-PARTY ACCT without RIGHT OF SURVIVOR.		
Employment 10738954 TX		
Home Phone		Business Phone

Number of signatures required for withdrawal 1

DEPOSITOR KENNETH L LAY LINDA P LAY 2121 KIRBY DR #137 HOUSTON TX 77019-0000
ADDRESS 2121 KIRBY DR #137 HOUSTON TX 77019-0000
MAILING ADDRESS (If different from above)

Facsimile ☐ YES ☒ NO

1. X Kenneth L Lay  
KENNETH L LAY / 10738954TX  
DOB: 4/15/1942 SSN: 490-44-1353

2. X Linda P Lay  
LINDA P LAY / 11065458 TX  
DOB: 3/24/1945 SSN: 579-58-0993

3. X \_\_\_\_\_  
DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

4. X \_\_\_\_\_  
DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

5. X \_\_\_\_\_  
DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

6. X \_\_\_\_\_  
DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

7. X \_\_\_\_\_  
DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

8. X \_\_\_\_\_  
DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

SIGNATURES - In consideration of Bank's agreement to open this account, and other value received by each signer, the Depositor (whether one or more) agrees to the terms stated on this form (including the reverse) and acknowledges receipt of this signature card and (if checked) ☒ Truth-in-Savings Disclosure ☒ Schedule of Fees and Charges ☐ TIN instructions ☐ Funds Availability Disclosure ☐ Electronic Funds Transfer Disclosure ☐ Bank rules and regulations ☐ Any separate account agreement. The terms and conditions of all receipted documents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of any separately receipted document and this Agreement, the term of the separately receipted document shall govern and control. Depositor also authorizes Bank to check credit and employment history should it deem necessary. Without limiting the foregoing, depositor agrees to be bound by the terms and the provisions of the Arbitration Agreement in the Bank's Rules and Regulations Governing Accounts which is incorporated by referenced herein. The terms and conditions of all receipted documents with all terms and conditions stated on the reverse hereof, are incorporated by this reference.

APPLIED FOR TAXPAYER I.D. NUMBER - A taxpayer identification number has not been issued to me, and I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the payor within 60 days, the payor is required to withhold 31 percent of all reportable payments thereafter made to me until I provide a number.

EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

XX BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

NONRESIDENT ALIENS - I am not a United States person, or if I am an individual, I am neither a citizen nor a resident of the United States.

XX TAXPAYER I.D. NUMBER - My correct taxpayer identification number (TIN) is:  
490-44-1353

SIGNATURE - By signing below I certify under penalties of perjury the statements checked on this form.

X

BACKUP WITHHOLDING CERTIFICATION  
SDSA348003

## Special Instructions

AGENTS ON FILE

RECEIVED

NOV 16 2001

KC

80:ZTD10/91/11

## Beneficiary Information

ETF-0381F-000027

SDS0348AP/A348003/AP0003/01

GOVERNMENT  
EXHIBIT  
3691

Crim. No. H-04-25 (S-2)

# SOUTHWEST BANK OF TEXAS

L041517

## CONVENIENCE ACCOUNT AGENCY AGREEMENT

It is the intention of the account holder ("Depositor"), whether one or more, by this agreement to establish and appoint the following individual as an AGENT of Depositor on the account with Southwest Bank of Texas, N.A. ("Bank"). It is understood that the Agent is authorized to transact business on the account identified below on behalf of Depositor (defined in Bank's Rules and Regulations Governing Accounts). The Depositor to the account owns the account. The Agent (cosigner) to the account may make account transactions for the Depositor. The Agent does not own the account. Any payment from the account to the Agent does not affect Depositor's ownership of the account. On the death of the Depositor, ownership of the account passes as a part of the Depositor's estate under the Depositor's will or by intestacy. The Depositor authorizes the Agent to sign checks and drafts on the account or otherwise, to receive information, statements, and canceled checks or drafts on the account, to cash checks drawn on the account or payable to the Depositor, to sign any document in connection with the account, and to dispose of and deal with the account and any monies on deposit therein, as freely and fully as the Depositor might do in person. The Depositor ratifies every such action that may be taken by each Agent and agrees that such authority shall not terminate upon disability or incompetence of the Depositor. This power of attorney is not affected by subsequent disability or incapacity of the Depositor. The authority granted may be revoked only by the Depositor's signed and acknowledged written revocation actually delivered to and signed for by an officer of the Bank, or by the qualification of a guardian of the estate of the Depositor, or by the death of the Depositor. The Depositor shall compensate, hold harmless and indemnify the Bank, and its directors, officers, employees, agents, representatives and assigns, against all damages, loss, expense, attorney's fees, and liability of every nature incurred by the Depositor or the Bank because of any act or omission by the Agent, before or after termination of the Agent's authority under this agreement by operation of law or otherwise. Bank shall be entitled to act in good faith reliance on the power granted to Agent under this agreement until it has actual knowledge of Depositor's termination of the power by a signed and acknowledged written revocation, as set forth above, or until an officer of the Bank receives written notification of the qualification of a guardian of the estate of the Depositor. Agent agrees to immediately notify an officer of Bank, in writing, of the death of Depositor or the qualification of a guardian of the estate of Depositor. It is understood that this agreement shall be binding upon and inure to the benefit of the Depositor and the Bank and their respective heirs, representatives, successors and assigns.

Account Number to which this Agency Agreement applies 5569133

Effective Date: 11/09/01

Beau Herrold  
Robert (Bo) R Herrold

Signature of Agent

Name of Agent  
2001 Kirby Drive, Suite 1240  
Houston, TX 77019

TDL # of Agent

Address of Agent

Kenneth L Lay  
Depositor's Name

Depositor's Signature

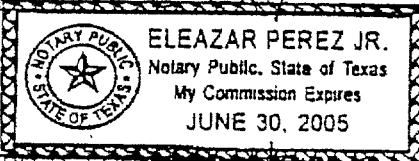
Linda P Lay  
Depositor's Name

Depositor's Signature

\* All authorized signers on this account must sign this agreement

STATE OF TEXAS, COUNTY OF Harris

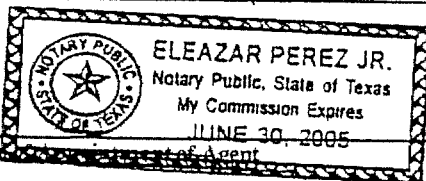
This instrument was acknowledged before me on this 10th day of November, 1992001 by Kenneth L Lay Depositor/Principal.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: June 30, 2005

STATE OF TEXAS, COUNTY OF Harris

This instrument was acknowledged before me on this 10th day of November, 1992001 by Linda P. Lay Depositor/Principal.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: June 30, 2005

Revocation of Agent

The appointment of \_\_\_\_\_ as my agent is hereby revoked.

80:2T10/91/11

Date \_\_\_\_\_

Depositor's Signature

Date \_\_\_\_\_

Received/Acknowledged by

